

**REMARKS**

This Amendment is in response to the Non-Final Office Action dated March 10, 2006. Claims 37-39 have been added. Claims 1-22 and 24-39 are presently pending. No new matter has been added. The Applicant thanks the Examiner for indication that Claims 5, 6, and 27-33 as being allowable if rewritten in independent form.

**Claim Rejections – 35 U.S.C. §103(a)**

Claims 1-4, 7-12, 14-21, and 34-36 were rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 5,864,823 to Levitan (“Levitan”) in view of U.S. Patent No. 5,806,043 to Toader (“Toader”) and U.S. Patent No. 5,929,849 to Kikinis (“Kikinis”). Claims 22-26 were rejected under 35 U.S.C. §103(a) as being unpatentable over Levitan in view of Toader. Claim 13 was rejected under 35 U.S.C. §103(a) as being unpatentable over Levitan in view of Toader and Kikinis and further in view of U.S. Patent No. 6,343,274 to McCollum et al. (“McCollum”). The Applicant traverses these rejections.

Each of the independent claims 1, 15, and 22 recite correlating identified customer information with merchant information to identify a specific merchant. The customer information is identified from a response to an interactive advertisement. This correlation between identified customer information and merchant information is discussed, for example, at page 18, line 21 to page 19, line 1 and page 20, line 23 to page 21, line 19 of the present application. None of the references teach or suggest such an arrangement.

In particular, Levitan teaches that individual advertisers provide their advertisements to a data center. Col. 4:23-25. These advertisements are, in turn, provided to a user’s television with screening and broadcast information provided to the user’s computer. Col. 6:12-18; 59-66. When a user selects an advertisement to pursue, the user can purchase goods or services from that advertiser. There is, however, no correlation of customer information, identified from a response to an interactive advertisement, with merchant information to identify a specific merchant. In Levitan, the merchant is already identified as the advertiser that provided the advertisement. Col. 4:20-27.

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In other words, in Levitan the identification of the merchant is automatically the advertiser that provided the advertisement.

Levitan does describe a screening process prior to display of advertisements to select those advertisements that would be of interest to a particular user. This, however, is not relevant to the present claims which require that the customer information be provided as part of a response by the customer to the interactive advertisement (i.e., after the customer has viewed the advertisement.)

None of the other cited references address this deficiency of Levitan. Toader, Kikinis, and McCollum do not teach or suggest correlating identified customer information with merchant information to identify a specific merchant where the customer information is identified from a response to an interactive advertisement. Therefore, the cited references, alone or in combination, fail to teach or suggest each claim element.

In addition, independent claims 1 and 15 recite triggering notification of the identified specific merchant to allow the specific merchant to initiate communication. None of the cited references teach or suggest this claim element.

In each of the cited references, the merchant/advertiser appears to only become aware of the customer when the customer chooses to initiate a transaction, not when the customer responds to an interactive advertisement. Thus, there is no triggering of notification to the advertiser that the consumer has responded to the interactive advertisement so that the advertiser can initiate the transaction. In Levitan, the advertiser appears to become aware of a customer when the customer sends an order. Col. 4:31-34. In Toader, the sponsor appears to become aware of the customer when the customer initiates the on-line support. In Kikinis, although a customer can follow a link provided on a web page, there is no indication that this provides any notification to the advertiser. Visiting a website or the like does not necessarily notify the advertiser. Many websites can be browsed without notifying the website owner about the browser. Therefore, none of the cited references teach or suggest triggering notification of the identified specific merchant so that the merchant can initiate communication with the customer.

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The Office Action takes Official Notice that “it would have been well known that if a user shows interest a merchant initiates communication with a customer.” In response to this assertion, the Applicant respectfully submits that the merchant can not initiate communication if it is unaware of the interest. None of the references teach or discuss providing such notification of the customer’s interest except when the customer initiates the communication.

For at least these reasons, claims 1, 15, and 22, as well as the remainder of the claims which depend therefrom, are patentable over the cited references. The Applicant respectfully requests withdrawal of the rejections of these claims.

The dependent claims include other patentable features. For example, claims 9 and 19 recite completing a pre-order template including customer information and sending the pre-order template to the identified specific merchant prior to an actual order being sent. The Office Action references Col. 3:30-35 of Levitan. Levitan, however, describes in this passage a system that “automatically composes an order using recipient’s name and address included in recipient’s data and advertiser’s e-mail address brought by commercial, and sends the order through the Internet to the advertiser.” (Emphasis added.) Levitan clearly teaches that this information is provided to the merchant with an order and not provided to the merchant “prior to an actual order being sent.” Therefore, Levitan does not teach or suggest a “pre-order template.”

This argument was made in response to the previous Office Action. The present Office Action merely refers back to the same section of Levitan. The Applicant respectfully requests that if the rejection of claims 9 and 19 is maintained that the next Office Action specifically address how Levitan teaches or suggests a pre-order template, as recited in the claims, given the express teaching of providing customer information with an order and not prior to an order. For at least these additional reasons, claims 9 and 19 are patentable over the cited references. The Applicant respectfully requests withdrawal of the rejection of these claims.

In view of the above, each of the presently pending claims in this application is believed to be in immediate condition for allowance. Accordingly, the Examiner is respectfully requested to pass this application to issue. If the Examiner has any questions or concerns, the Applicant encourages the Examiner to contact the Applicant's representative, Bruce Black, by telephone to discuss the matter.

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Respectfully submitted,

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